

Form 211
(Rev. December 2007)

Department of the Treasury - Internal Revenue Service

Application for Award for Original Information

OMB No. 1545-0409

Date Claim Received:

Claim No. (completed by IRS)

1. Name of individual claimant

Thomas M. Ubl

2. Claimant's Date of Birth

Month Day Year

3. Claimant's SSN or ITIN

4. Name of spouse (if applicable)

N/A

5. Spouse's Date of Birth

Month Day Year

6. Spouse's SSN or ITIN

7. Address of claimant, including zip code, and telephone number

8. Name & Title of IRS employee to whom violation was reported

N/A

9. Date violation reported:

06/02/06 - 10/31/11

10. Name of taxpayer (include aliases) and any related taxpayers who committed the violation:

Alan M. Grayson, Victor A. Kubli, Grayson & Kubli, P.C., Kubli & Associates, P.C.,
The Grayson Law Center, P.C.

11. Taxpayer Identification Number(s) (e.g., SSN, ITIN, or EIN):

See Attached

12. Taxpayer's address, including zip code:

See Attached

13. Taxpayer's date of birth or approximate age:

See Attached

14. State the facts pertinent to the alleged violation. (Attach a detailed explanation and all supporting information in your possession and describe the availability and location of any additional supporting information not in your possession.) Explain why you believe the act described constitutes a violation of the tax laws.

See Attached entitled GRAYSON & KUBLI TAX FRAUD (Pertinent Facts)

15. Describe how you learned about and/or obtained the information that supports this claim and describe your present or former relationship to the alleged noncompliant taxpayer(s). (Attach sheet if needed.)

Grayson and Kubli were my counsel of record in the case of Ubl v IIF Data Solutions, Inc., Charles R. Patten, Sr.

I was also a volunteer on Grayson's 2008 congressional campaign. The campaign was on a concurrent time line with the matter of Ubl v IIF Data Solutions, Inc., Charles R. Patten, Sr.

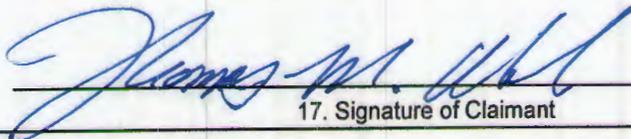
16. Describe the amount owed by the taxpayer(s). Please provide a summary of the information you have that supports your claim as to the amount owed. (Attach sheet if needed.)

\$2,135,200.33 [TWO MILLION ONE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED U.S. TAXPAYER DOLLARS AND THIRTY THREE CENTS]

This is a conservative estimate based on a monthly average rate asserted by the violators. This does not include the substantial increases that occurred for trial, appeal and petition. See attached for calculations and details.

Declaration under Penalty of Perjury

I declare under penalty of perjury that I have examined this application, my accompanying statement, and supporting documentation and aver that such application is true, correct, and complete, to the best of my knowledge.



17. Signature of Claimant

9/26/12

18. Date

MAIL THE COMPLETED FORM TO THE ADDRESS SHOWN ON THE BACK

F211 - Supplemental

11. Taxpayer Identification Number(s) (e.g., SSN, ITIN, or EIN):

Alan M. Grayson, SSN Unknown

Victor A. Kubli, SSN Unknown

Grayson & Kubli, P.C.
Renamed to **AMG TR PC on August 13, 2012**
7637 LEESBURG PIKE
1ST FLOOR
FALLS CHURCH VA22043
SCC ID: 04967956
Entity Type: Corporation
Jurisdiction of Formation: VA
Registered Agent/Registered Office
ALISA JAY ROBERTS
8605 WESTWOOD CENTER DR #410
VIENNA VA 22182
FAIRFAX COUNTY 129
Status: Active
Effective Date: August 13, 2012

Kubli & Associattes, P.C.
13948 BROOMFIELD ROAD
GERMANTOWN MD 20874
Dept ID #: D12867727, Secretary of State, Maryland
Date of Formation or Registration: 01/08/2009
Entity Type: Corporation
Jurisdiction of Formation: MD

The Grayson Law Center, P.C.
7637 LEESBURG PIKE
1ST FLOOR
FALLS CHURCH VA22043
SCC ID: 07324973
Entity Type: Corporation
Jurisdiction of Formation: VA
Registered Agent/Registered Office
ALISA JAY ROBERTS
8605 WESTWOOD CENTER DR #410
VIENNA VA 22182
Status: Active
Effective Date: 1/20/2011

F211 – Supplemental (continued)

12. Taxpayer's address, including zip code:

Alan M Grayson
8914 Oak Park Road
Orlando, FL 32819

Victor A. Kubli
13948 BROOMFIELD ROAD
GERMANTOWN MD 20874

13. Taxpayer's date of birth or approximate age:

Alan M. Grayson, DOB: March 13, 1958, Age 54
Victor A. Kubli, Approximate Age, 49

16. Describe the amount owed by the taxpayer(s).

Legal Fee Related Correspondence

12/12/06 AUSA Sponseller, Transcript: \$1.5M
10/03/07, Alan Grayson, Email: \$500K
11/13/08, Alan Grayson Email: \$1.2M+
11/13/08, Thomas Ubl, Email: \$1.57M

Calculations

$\$1,570,000 / 24 \text{ months} = \$65,416.67 \text{ per month} \times 64 \text{ months} = \$4,186,666.67$
 $\$772,000 / \$1.57 \text{ million} = .49 \text{ (49\% allowable)}$
 $\$4,186,666.67 \times .49 = \$2,051,466.34 \text{ (allowable)}$
 $\$4,186,666.67 - \$2,051,466.34 = \underline{\$2,135,200.33} \text{ (overcharged as unallowable deductions)}$

GRAYSON & KUBLI TAX FRAUD
(Pertinent Facts)

Cometh the taxpayer who duly recognizes patriotic duty and responsibility not as an option, but as a covenant between the people and the sovereign, in accordance with, and under the authority of, IRC 7623(b) appearing at 26 CFR 301.7623-1.

BACKGROUND

Alan M. Grayson and Victor A. Kubli, as partners of the law firm Grayson & Kubli, P.C., represented the Plaintiff and Relator, Thomas M. Ubl, in the matter of Ubl v IIF Data Solutions, Inc. (IIF), and Charles R. Patten, Sr. Grayson and Kubli's representation of Ubl was pursuant to 31 USC 3729, the False Claims Act (FCA) a complaint filed and heard before the U.S. Eastern District Court of Alexandria, VA (EDVA) as presided over by the "Honorable" Judge Liam O'Grady with assistance from Magistrate T. Rawles Jones, Jr.

The Defendants referenced in the above case initiated a settlement request. The request matured in the chambers of Magistrate T. Rawles Jones, Jr. whereby Magistrate Jones was party to the facilitation, construction and execution of a settlement agreement between the parties. The settlement agreement required the government (DOJ) to sign the agreement within 30 days of the execution by Relator Ubl and Defendant Patten. Grayson and Kubli intentionally or with extreme gross negligence embroiled in numerous "But For's" forced the settlement to impasse and eventually to be nullified. This negligence will be addressed in a malpractice claim that will be filed with the courts near term, negligence that in part caused the nullity of the \$8.9 million (\$11 million with interest) settlement agreement representing money recovered and due back to the American Taxpayers. The Defendants had already started to pay \$1.5 million dollars into a self-managed account at Bank of America.

GRAYSON & KUBLI TAX FRAUD
(Pertinent Facts - Continued)

However, for the purpose of this mandatory IRC 7623(b) complaint, the charges and claims made by Grayson and Kubli regarding rates and billable hours are over the pale, not justified, have no basis for rate realism and consist of hours charged that were simply not worked. Fraudulent costs and fees that were used as invalid deductions on their tax filings.

Alan M. Grayson and Victor A. Kubli while representing a client in a fraud case, committed fraud as officers of the court. The fraud was then laundered and taken as unallowable deductions on their tax filings for years to come.

FACTS

On May 6, 2008 an \$8.9 million (\$11 million inclusive of interest) a settlement was facilitated, constructed and executed by and between the parties in the in the chambers of Magistrate T. Rawles Jones, Jr., in the presence of the government AUSA Sponseller.

Grayson and Kubli not only demanded to be paid before the government, a very misplaced demand since the law the claim was pursuant literally means "I go on behalf of the King and myself" where the King is obviously is in first position by the very nature of the etymology of the words Qui Tam.

Grayson and Kubli continued in their lunacy and defiance to sound legal standard practice by asserting \$1.57 million in legal fees with unidentified costs to the government, which they incidentally did not make as a separate line item in the settlement, representing yet another gross deviation from standard practice. The DOJ disagreed and asserted that \$772,000 was a reasonable legal fee claim.

GRAYSON & KUBLI TAX FRAUD
(Pertinent Facts - Continued)

The matter was brought before Judge O'Grady who in a very odd turn of events stipulated that his opine was informal and lacked venue authority due to the fact that the parties were engaged in an "Out of Court" settlement that was still in process. Judge O'Grady stated that while "he has never seen rates of \$700/hr before he would allow the rate" even though \$700/hr far exceeded the highest rate allowed by the Laffey Matrix, which was \$495/hr. The Laffey Matrix is an index of what attorneys can charge in the DC Metro and Baltimore areas. Judge O'Grady never offered any basis for rate realism, simply because there is none. Judge O'Grady's informal, unofficial, opine was even stranger because a few months prior to his informal, unofficial, opine, Judge O'Grady sanctioned Grayson and Kubli for actions associated with another case before the court. Judge O'Grady then went public by reprimanding Grayson and Kubli in the press for not being in attendance at their sanctions hearing. Grayson and Kubli ignored Judge O'Grady, embarrassed and infuriated him.

Grayson was a congressional candidate in 2008. Campaign staff close to Grayson will testify that Grayson was not only engaged in Custer Battles, another Qui Tam/FCA matter that required much of Grayson's time, but was involved in rigorous travel itineraries in support of fund raising events and appearances that the quantity of hours Grayson charged were in no way valid due to time constraints. Obviously the U.S. Department of Justice thought the same at less than 50% of what Grayson and Kubli fraudulently used as a deduction.

Events

JUN 2006: Grayson and Kubli engage Ubl as a client

JUN 2008: Grayson and Kubli charge the government with \$2.5 million in costs and fees.

OCT 2011: Representation of Ubl terminates

*Note: 24 months from JUN 06 – JUN 08 and 64 months from engagement to termination.

GRAYSON & KUBLI TAX FRAUD
(Pertinent Facts - Continued)

Legal Fee Related Correspondence

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Calculations

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Ubl v IIF Data Solutions, Inc., and Charles R. Patten, Sr. included 6 days of trial in October 2009, a full appeals process including en banc in the 4th Circuit and Petition for Writ to the U.S. Supreme Court denied on October 31, 2011. The calculations are conservative and do not consider the potential additional padding of hours and use of fraudulent rates during the cited events of process.

With emphasis, **\$2,135,200.33** is a conservative amount of fraud that Grayson and Kubli have committed against the U.S. Government and the American Taxpayer.

Investigation should note that Grayson & Kubli, P.C., was succeeded by Kubli & Associates, P.C. when Alan Grayson entered his limited two year term in Congress in January 2009. However, Grayson continued to fund both firms with indefinite loans as indicated in his disclosures to the FEC. Upon losing during the 2010 midterms, Alan Grayson then incorporated The Grayson Law Center, P.C., where Victor Kubli reunited with him officially in January 2011 as per Kubli's "Linked In" account details. Kubli was still representing me

GRAYSON & KUBLI TAX FRAUD
(Pertinent Facts - Continued)

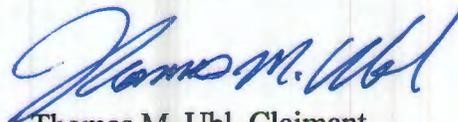
through October 2011. Further Grayson, within two weeks of receiving a \$12.6 million demand letter sent to Grayson in June 2012 changed the name of Grasyon & Kubli, P.C., which is still an active Virginia corporation, to AMG TR, P.C., with AMG being the initials of Alan Mark Grayson. Why? The number of fictitious names Grayson and Kubli have attributed to their persons is cause enough to warrant an investigation. Funding law firms while in office is considered unethical by the U.S. Senate.

CONCLUSIONS

Grayson and Kubli leveraged overinflated billable hours, regardless of rate concessions contained in informal, unofficial, oddly orchestrated opines that have no rate realism or basis. Hours charged and deducted represent hours not worked. Grayson and Kubli have claimed deductions on their tax fillings over a 5 year period that is fraudulent and invalid in an amount equal to, or in excess of, \$2,135,200.33.

Alan M. Grayson and Victor A. Kubli while representing me [Thomas M. Ubl] in a fraud case, committed fraud as officers of the court. The fraud was then laundered and taken as unallowable deductions on their tax filings for years to come.

Respectfully Submitted,


Thomas M. Ubl, Claimant

Date: September 26, 2012

GRAYSON & KUBLI TAX FRAUD
(Index of Exhibits)

- #1: 12/12/06, Court Transcripts, Assistant U.S. Attorney Richard Sponseller on the record identifying the \$1.5 million in legal fees asserted by Grayson & Kubli.
- #2: Commonwealth of Virginia, State Corporation Commission, AMG TR PC
- #3: Victor A. Kubli – Linked In, The Grayson Law Center, January 2011 – Present
- #4: Settlement Agreement
- #5: Kubli & Associates, Assumption and Continuation of Legal Representation Engagement
- #6: October 3, 2007, email, Alan Grayson to Tom Ubl
- #7: Commonwealth of Virginia, State Corporation Commission, demonstrating same ID for Grayson & Kubli, PC as for AMG TR PC
- #8: Laffey Matrix for applicable periods of fraudulent legal claims asserted by Grayson & Kubli
- #9: November 13, 2008, email, Alan Grayson to Tom Ubl, \$1.2M assertion
- #10: Alan Grayson Financial Disclosure Statement to the FEC depicting on page 3, “K&A Note” which was an indefinite loan from Grayson to Kubli to maintain the law firm while Grayson was in Congress.

1 Otherwise, if the Court were to say, well, the
2 government doesn't have to approve the settlement agreement, I
3 don't think there is any contract at all here for the
4 government to look at, for the Court to look at.

5 The only thing the Court could do at that point
6 would be to put it back on the trial docket and have the case
7 tried because there is no settlement. There is no settlement,
8 it is void at this point, and it's by terms of the settlement
9 agreement that it's void.

10 THE COURT: Well, is that the government's position?
11 You weren't at the settlement conference, and why you weren't
12 there--

13 MR. SPONSELLER: I was at the first one, Your Honor,
14 not at the final one.

15 THE COURT: Okay. Maybe that's why the subsequent
16 ones succeeded.

17 MR. SPONSELLER: I got in at the tail end and I did
18 talk with Mr. Grayson and Mr. Kubli and Mr. Stine and looked
19 at what they had. And it started off in a very cordial
20 manner, but we have gotten ourselves wrapped into this now.
21 We have given an alternative method of divvying up the
22 proceeds which we provided to them on September 19.

23 The problem is that relator doesn't want to let go
24 of the half million dollars plus his costs, fees and expenses,
25 plus his one-and-a-half million dollars of attorney's fees and



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

August 13, 2012

ALISA J ROBERTS
7637 LEESBURG PIKE
1ST FLOOR
FALLS CHURCH, VA 22043

RECEIPT

RE: **AMG TR PC**

ID: **04967956**

DCN: **1208135536**

Dear Customer:

This is to acknowledge the filing of a statement of change of registered office and/or registered agent for the above-referenced corporation with this office.

The effective date of the change is August 13, 2012.

If you have any questions about this matter, please contact this office at the addresses or telephone numbers shown below.

RECEIPT
CISECOM

Sincerely,

Joel H. Peck
Clerk of the Commission



eFile
(12/09)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

STATEMENT OF CHANGE OF REGISTERED OFFICE
AND/OR REGISTERED AGENT CHANGE

1. RE: **AMG TR PC**

ID: **04967956**

2. Current registered agent's name and registered office address on record (including the jurisdiction in which the registered office is physically located):
ALISA J ROBERTS
8605 WESTWOOD CENTER DR #410
VIENNA, VA 22182 (FAIRFAX COUNTY)
3. The current registered agent is an individual who is a resident of Virginia and a member of the Virginia State Bar.
4. The registered agent's name and registered office address after this statement is filed with the Commission (including the jurisdiction in which the registered office is physically located):
ALISA J ROBERTS
7637 Leesburg Pike
1st Floor
Falls Church, VA 22043 (FAIRFAX COUNTY)
5. The registered agent named in item 4 is an individual who is a resident of Virginia and a member of the Virginia State Bar.
6. After the foregoing change or changes are made, the corporation will be in compliance with the requirements of §13.1-634, 13.1-763, 13.1-833 or 13.1-925 of the Code of Virginia.

Signed on August 13, 2012, on behalf of AMG TR PC

By: Alan M Grayson, President

/s/ Alan M Grayson



Victor Kubli
attorney at Grayson Law Center, P.C.
Washington D.C. Metro Area | Law Practice

Join LinkedIn and access Victor Kubli's full profile.

As a LinkedIn member, you'll join 175 million other professionals who are sharing connections, ideas, and opportunities. And it's free! You'll also be able to:

- See who you and Victor Kubli know in common
- Get introduced to Victor Kubli
- Contact Victor Kubli directly

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Victor Kubli's Overview

Current: **attorney at Grayson Law Center, P.C.**
 Education: **Benjamin N. Cardozo School of Law, Yeshiva University**
 Connections: **16 connections**

Victor Kubli's Summary

Specialties
Complex civil litigation and trials

Victor Kubli's Experience

attorney
Grayson Law Center, P.C.
January 2011 – Present (1 year 9 months)

Victor Kubli's Education

Benjamin N. Cardozo School of Law, Yeshiva University
J.D., law
1990 – 1993

Victor Kubli's Additional Information

Interests: Krava Maga, Brazilian Jiu Jitsu, MMA, Muay Thai
Honors and Awards: Law Review (top 10%); 2006 Finalist, Trial Lawyer of the Year, Trial Lawyers for Public Justice.
Bar and Court Memberships:
 Maryland
 District of Columbia
 U.S. Supreme Court
 U.S. Court of Appeals for the Second, Third, Fourth and Tenth Circuits
 U.S. District Courts for the District of Columbia, Maryland and Colorado
 U.S. Court of Federal Claims

Contact Victor for:

- career opportunities
- new ventures
- expertise requests
- reference requests
- consulting offers
- job inquiries
- business deals
- getting back in touch

View Victor Kubli's full profile to...

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- Get introduced to Victor Kubli
- Contact Victor Kubli directly

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Amg J. J. 2.

SETTLEMENT TERMS

1. Defendants pay \$8,900,000 inclusive of all damages, costs and fees.
2. Defendants pay \$1,200,000 cash at closing toward the figure set out above.
3. Defendants pay the balance in 120 equal monthly installments with interest at the federal funds rate as modified over time.
4. Remaining obligation accelerates if any payment is 21 days late, and Defendants confess judgment in Virginia Circuit Court.
5. Remaining obligation is secured by liens on the corporate Defendant's stock and the current real estate assets of Defendant Patten.
6. Defendants do not admit liability for any allegations raised in the litigation and are entering this settlement to avoid litigation risk and to continue to focus on delivering services to the Government.
7. The Relator agrees not to refer either Defendant to any agency debarring official.
8. The parties agree that any news release will not cast aspersions on any party and shall state that Defendants have not admitted liability for any allegations brought in the litigation and entered the settlement only to avoid litigation risk and to continue to focus on delivering services to the Government.
9. The Relator and Defendants completely release each other from any and all allegations, claims, liability, and causes of action, known or unknown, relative to any allegations or claims made in the lawsuit. The Government releases Defendants only for all civil monetary liability for the allegations in the litigation. The parties do not release claims for the enforcement of this Agreement.
10. Defendants are permitted to prepay any amount due under this Agreement without penalty and without accelerated interest.
11. The monthly interest payment due shall be calculated each month as follows: (Current remaining balance of principal due X interest at the Federal funds annual rate)/12
12. The allocation of the payments under this Agreement shall be as follows:
 - (1) All attorneys fees and costs first;
 - (2) Relator statutory expenses and \$500,000 to Relator in settlement of his personal claim next; and

Ang J.M.W.

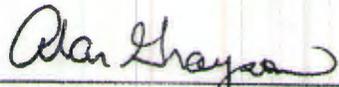
(3) The remainder to satisfy the *qui tam* claims with Relator receiving Relator's share of 30%.

Defendants will not oppose Relator's fee or expense petitions.

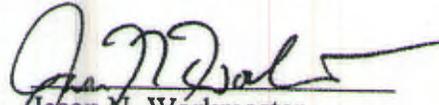
- 13. Any change in ownership of IIF accelerates all payments to be due immediately, except for transfers to family members do not accelerate payment so long as the transferred shares remain as security as described herein.
- 14. The Government shall serve as the escrow agent holding all of IIF's stock as security for payments. In the event the Government is unable to serve as the escrow agent, then an independent financial institution designated by Relator shall serve as the escrow agent.
- 15. The standard terms used by the Government in an FCA settlement with regard to Bankruptcy shall apply.
- 16. All payments to Relator or Relator's counsel shall be made to Grayson & Kubli, P.C., 8605 Westwood Center Drive, Suite 410, Vienna, VA 22182, or any designee designated by Alan Grayson, Esq. of Grayson & Kubli, P.C.
- 17. If the terms of the Agreement are accepted by the Government, then the Relator releases all claims against the United States arising from the filing of this claim.
- 18. This constitutes the entire agreement between the parties. Each party agrees that it has relied on no representations of any kind, by any person or entity.
- 19. Any liens may be recorded by the U.S. Government or Grayson & Kubli, P.C., or any successors thereto.
- 20. Closing shall occur on or before June 7, 2008. If the Government has not approved this Agreement by June 7, 2008, all payments due under this Agreement shall be held in escrow pending Government approval or disapproval.
- 21. This agreement is void without Government approval. If the Government does not approve this agreement, the parties shall cooperate in good faith to effectuate changes to this Agreement that will be satisfactory to the Government.
- 22. Within 5 days of Government approval, the parties shall submit a stipulation of dismissal for entry of judgment.
- 23. The lawsuit is *United States ex rel. Ubl v. IIF Data Solutions, Inc., et al.*, Civ. No. 1:06cv641LOG/TRJ.

J.M.W.
Ang

Executed: May 6, 2008



Alan Grayson, Esq.
Grayson & Kubli, P.C.
For: Relator Tom Ubl



Jason N. Workmaster
For: IIF Data Solutions, Inc.
Charles Patten, Sr.

Kubli & Associates, P.C.

8605 Westwood Center Drive
Suite 410
Vienna, VA 22182

(703) 749-0000
(703) 442-8672 fax

www.kubliandassociates.com

Sarah Brashears, Esq.^{*}
R. Shay Glass, Esq.⁺
W. Cliff Holmes, Esq.[¶]
Kathleen G. Dussault, Esq.[¶]
Anthony R. Curro, Esq.[¶]

Victor A. Kubli, Esq.[¶]
Alisa J. Roberts, Esq.[¶]
Paula K. Goldman, Esq.^{*}
Christian L. Simpson, Esq.[¶]
Jennifer L. Springer, Esq.^{*}

[¶] Member of the Bars of VA, NY & DC
^{*} Member of the Bar of VA
[¶] Member of the Bars of VA, MD & DC

^{*} Member of the Bars of MD & DC
⁺ Member of the Bars of TX & USPTO
[¶] Member of the Bars of TN & USPTO
[¶] Member of the Bars of VA, NY & USPTO
[¶] Member of the Bars of NY, NJ & USPTO

January 7, 2009

BY U.S. MAIL

Tom Ubl,
1248 Potomac Dive
Merritt Island, FL 32952

Re: United Status ex rel. Thomas M. Ubl v. IIF Data Solutions, and Charles Patten, Sr.
Case no. 1:06cv641

Dear Mr. Ubl:

As you may know, Alan M. Grayson has been elected to the U.S. Congress and is withdrawing from the firm of Grayson & Kubli, P.C. Victor A. Kubli or other appropriate attorneys at the firm will continue to represent you and other clients of Grayson & Kubli, P.C. under the newly incorporated firm of Kubli & Associates, P.C. The terms of your existing engagement will continue to apply. We will presume that this is acceptable to you unless we hear from you otherwise within 60 days. We look forward to continuing to work with you. Should you have any questions, feel free to contact me at any time.

Kind Regards,

Kubli & Associates, PC

By: /s/ V. A. Kubli
Victor A. Kubli, Esq.

From: Alan Grayson
To: Tom Ubl; "Paula Goldman"; "Stephen Stine"; "Victor A. Kubli"; "Lieberman, Michael"
Cc: "Ben DiMuro"
Subject: Re: Relator's Settlement Position
Date: Wednesday, October 03, 2007 3:44:55 PM

Dear Tom:

A qui tam judgment normally includes the separate award of an amount for attorneys fees that usually corresponds, to some degree, to hours worked at normal hourly rates, plus expenses. (We get that in addition to the contingent fee.) There is no such automatic mechanism for a settlement, apart from what the parties agree.

There is no amount that "satisfies" the firms with regard to the 40% contingent share of any recovery. If you're asking whether we would reduce that in order to promote a settlement, the answer is no.

I don't know what the firms have expended regarding hours at normal hourly rates so far, but my guess is \$500,000. It could be higher or lower.

Sincerely,

Alan

----- Original Message -----

From: Tom Ubl
To: 'Alan Grayson' ; 'Paula Goldman' ; 'Stephen Stine' ; 'Victor A. Kubli' ; 'Lieberman, Michael'
Cc: 'Ben DiMuro'
Sent: Wednesday, October 03, 2007 11:45 AM
Subject: RE: Relator's Settlement Position

Alan -

Premise: Patten has \$15M banked in various forms of assets, conservatively.

Premise: IIF is worth \$50M, less tax at point of sale, and is a net of approximately \$20 M, conservatively.

Premise: Patten's net worth is approximately \$35M in consideration of potential IIF sale and current holdings.

Premise: Patten's conduct is criminal, is fundamentally wrong and it needs to be stopped.

Please correct me if I am wrong, but I understand the legal fees of G&K and DiMuro are considered as a separate item if a judgment (summary or by trial) is rendered. Does that apply to a settlement? Are the attorney fees charged out as a separate line item from a settlement similar to my understanding of a judgment or do they get satisfied from the total settlement amount?

On the basis G&K and DiMuro attorney fees are satisfied, what figure satisfies both firms with regards to the contingency share (based on 40%) for the Qui Tam amount?



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Business Entity Search
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UCC or Tax Liens

Court Services

Additional Services

SCC eFile
Business Entity Search



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[Division Contact](#)
[Laws & Regulations](#)
[Bulletin Archive](#)
[External Links](#)

Name:

or

SCC ID:

[Check name distinguishability](#)



Your Search: Grayson & Kubli

Your Results: (click on a business entity to view details or take action)

SCC ID	Business Entity Name	Entity Type	Entity Status
04967956	GRAYSON, KUBLI & HOFFMAN, P.C.	Corporation	Old name
04967956	GRAYSON & KUBLI, P.C.	Corporation	Old name
04967956	GRAYSON & KUBLI, P.C.	Corporation	Old name
06757652	GRAYSON LANDCARE, INC.	Corporation	Active
50947400	GRAYSON LAND COMPANY LLC	Limited Liability Company	Active
01551704	GRAYSON LAND, LTD.	Corporation	Purged
07324973	GRAYSON LAW CENTER, P.C.	Corporation	Active
06873541	GRAYSON LAW FIRM, P.C., THE	Corporation	Active
S1223397	GRAYSON LIGHTNING LUBE, L.L.C.	Limited Liability Company	Active
S2032656	GRAYSON, LLC	Limited Liability Company	Active

1 2 3 4 5 6 7 8 9

The search will look for an exact match plus any business entity names that alphabetically follow (e.g. ABC will also return ABC Contractors, Inc.).

Note: General Partnerships, including those registered for status as a Limited Liability Partnership (LLP), are not searchable on this site. For information regarding a general partnership of record with the Commission, please contact the Clerk's Office at (804) 371-9733 or toll-free in Virginia at 1-866-722-2551.

Screen ID: e0800

Need additional information? Contact sccinfo@scc.virginia.gov Website questions? Contact: webmaster@scc.virginia.gov

We provide external links throughout our site.

PDF(.pdf) Reader Excel (.xls) Viewer PowerPoint (.ppt) Viewer Word (.doc) Viewer

LAFFEY MATRIX -- 2003-2012
(2009-10 rates were unchanged from 2008-09 rates)

Experience	Years (Rate for June 1 - May 31, based on prior year's CPI-U)								
	03-04	04-05	05-06	06-07	07-08	08-09	09-10	10-11	11-12
20+ years	380	390	405	425	440	465	465	475	495
11-19 years	335	345	360	375	390	410	410	420	435
8-10 years	270	280	290	305	315	330	330	335	350
4-7 years	220	225	235	245	255	270	270	275	285
1-3 years	180	185	195	205	215	225	225	230	240
Paralegals & Law Clerks	105	110	115	120	125	130	130	135	140

Explanatory Notes:

1. This matrix of hourly rates for attorneys of varying experience levels and paralegals/law clerks has been prepared by the Civil Division of the United States Attorney's Office for the District of Columbia. The matrix is intended to be used in cases in which a "fee-shifting" statute permits the prevailing party to recover "reasonable" attorney's fees. *See, e.g.*, 42 U.S.C. § 2000e-5(k) (Title VII of the 1964 Civil Rights Act); 5 U.S.C. § 552(a)(4)(E) (Freedom of Information Act); 28 U.S.C. § 2412 (b) (Equal Access to Justice Act). The matrix does **not** apply in cases in which the hourly rate is limited by statute. *See* 28 U.S.C. § 2412(d).
2. This matrix is based on the hourly rates allowed by the District Court in *Laffey v. Northwest Airlines, Inc.*, 572 F. Supp. 354 (D.D.C. 1983), *aff'd in part, rev'd in part on other grounds*, 746 F.2d 4 (D.C. Cir. 1984), *cert. denied*, 472 U.S. 1021 (1985). It is commonly referred to by attorneys and federal judges in the District of Columbia as the "Laffey Matrix" or the "United States Attorney's Office Matrix." The column headed "Experience" refers to the years following the attorney's graduation from law school. The various "brackets" are intended to correspond to "junior associates" (1-3 years after law school graduation), "senior associates" (4-7 years), "experienced federal court litigators" (8-10 and 11-19 years), and "very experienced federal court litigators" (20 years or more). *See Laffey*, 572 F. Supp. at 371.
3. The hourly rates approved by the District Court in *Laffey* were for work done principally in 1981-82. The Matrix begins with those rates. *See Laffey*, 572 F. Supp. at 371 (attorney rates) & 386 n.74 (paralegal and law clerk rate). The rates for subsequent yearly periods were determined by adding the change in the cost of living for the Washington, D.C. area to the applicable rate for the prior year, and then rounding to the nearest multiple of \$5 (up if within \$3 of the next multiple of \$5). The result is subject to adjustment if appropriate to ensure that the relationship between the highest rate and the lower rates remains reasonably constant. Changes in the cost of living are measured by the Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Baltimore, DC-MD-VA-WV, as announced by the Bureau of Labor Statistics for May of each year.
4. Use of an updated *Laffey* Matrix was implicitly endorsed by the Court of Appeals in *Save Our Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988) (en banc). The Court of Appeals subsequently stated that parties may rely on the updated *Laffey* Matrix prepared by the United States Attorney's Office as evidence of prevailing market rates for litigation counsel in the Washington, D.C. area. *See Covington v. District of Columbia*, 57 F.3d 1101, 1105 & n. 14, 1109 (D.C. Cir. 1995), *cert. denied*, 516 U.S. 1115 (1996). Lower federal courts in the District of Columbia have used this updated *Laffey* Matrix when determining whether fee awards under fee-shifting statutes are reasonable. *See, e.g.*, *Blackman v. District of Columbia*, 59 F. Supp. 2d 37, 43 (D.D.C. 1999); *Jefferson v. Milvets System Technology, Inc.*, 986 F. Supp. 6, 11 (D.D.C. 1997); *Ralph Hoar & Associates v. Nat'l Highway Transportation Safety Admin.*, 985 F. Supp. 1, 9-10 n.3 (D.D.C. 1997); *Martini v. Fed. Nat'l Mtg Ass'n*, 977 F. Supp. 482, 485 n.2 (D.D.C. 1997); *Park v. Howard University*, 881 F. Supp. 653, 654 (D.D.C. 1995).

From: Alan Grayson
To: Tom Ubl; "Stephen Stine"; "Victor A. Kubli, Esq."; "Mike Lieberman"; "Ben DiMuro"; "Paula Goldman"
Subject: Re: Target Numbers
Date: Thursday, November 13, 2008 9:35:32 PM

Not correct. The attorneys fees are more than \$1.2 million, and we also receive a percentage of any payment for a relator release.

----- Original Message -----

From: Tom Ubl
To: 'Stephen Stine' ; 'Victor A. Kubli, Esq.' ; grayson@graysonlaw.net ; 'Mike Lieberman' ; 'Ben DiMuro' ; 'Paula Goldman'
Sent: Thursday, November 13, 2008 5:53 PM
Subject: Target Numbers

RELATORS MINIMUM

RELATORS SHARE PER ORIGINAL SETTLEMENT

Total Settlement	\$8,900,000.00
Attorney's Fees	\$1,200,000.00
Balance	\$7,700,000.00
Relator Release	\$500,000.00
Balance	\$7,200,000.00
Relators Share @ 30%	\$2,160,000.00
Relators Portion @ 60%	\$1,296,000.00
RELATORS TOTAL (Release + Portion)	\$1,796,000.00

*Note: Moving my out of 2nd position for the \$500K to engage some parallel payment scheme with justice is unacceptable . Also, I already have potential people lined up to exercise the right of assignment and in now way plan to stay in the long haul if at all avoidable.

-----Original Message-----

From: Stephen Stine [mailto:ssstine@dimuro.com]
Sent: Thursday, November 13, 2008 2:56 PM
To: Victor A. Kubli, Esq.; Tom Ubl; grayson@graysonlaw.net; Mike Lieberman; Ben DiMuro; Paula Goldman
Subject: RE: Ubl -draft confidential settlement statement

This draft should be close to finalized. It includes additional sales information from Tom.

Stephen J. Stine
 DiMuroGinsberg, PC
 908 King Street, Suite 200
 Alexandria, VA 22314
 703.684.4333 (office)
 703.548.3181 (facsimile)

From: Victor A. Kubli, Esq. [mailto:kubli@graysonlaw.net]
Sent: Thursday, November 13, 2008 2:19 PM
To: Stephen Stine; Tom Ubl; grayson@graysonlaw.net; Mike Lieberman; Ben DiMuro; Paula

**UNITED STATES HOUSE OF REPRESENTATIVES
FINANCIAL DISCLOSURE STATEMENT**

FORM B
For use by candidates and new employees

NOV - 8 2011

Period covered: January 1, 2010 - 10/11/11

Name: ALAN GRAYSON

11 DEC 21 PM 3:17 407-297-9650
Daytime Telephone: 407-297-9650

DIVISION OF ELECTIONS
SECRETARY OF STATE

2011 NOV 14 AM 10:23
OFFICE OF THE CLERK
U.S. HOUSE OF REPRESENTATIVES
(Office Use Only)

Filer Status	<input checked="" type="checkbox"/> Candidate for the House of Representatives	State: <u>FL</u>	Date of Election: <u>11/6/12</u>	Check if Amendment <input type="checkbox"/>
	<input type="checkbox"/> New officer or employee	District: <u>26</u>	Employing Office: _____	

A \$200 penalty shall be assessed against any individual who files more than 30 days late.

In all sections, please type or print clearly in blue or black ink.

PRELIMINARY INFORMATION — ANSWER EACH OF THESE QUESTIONS

I. Did you or your spouse have "earned" income (e.g., salaries or fees) of \$200 or more from any source in the reporting period? If yes, complete and attach Schedule I.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	IV. Did you hold any reportable positions on or before the date of filing in the current calendar year or in the prior two years? If yes, complete and attach Schedule IV.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
II. Did you, your spouse, or a dependent child receive "unearned" income of more than \$200 in the reporting period or hold any reportable asset worth more than \$1,000 at the end of the period? If yes, complete and attach Schedule II.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	V. Did you have any reportable agreement or arrangement with an outside entity? If yes, complete and attach Schedule V.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
III. Did you, your spouse, or a dependent child have any reportable liability (more than \$10,000) during the reporting period? If yes, complete and attach Schedule III.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	VI. Did you receive compensation of more than \$5,000 from a single source in the two prior years? If yes, complete and attach Schedule VI.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Each question in this part must be answered and the appropriate schedule attached for each "Yes" response.

EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION — ANSWER EACH OF THESE QUESTIONS

TRUSTS —Details regarding "Qualified Blind Trusts" approved by the Committee on Ethics and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or a dependent child?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
EXEMPTION —Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption? Do not answer "yes" unless you have first consulted with the Committee on Ethics.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

SCHEDULE III – LIABILITIES

Report liabilities of over \$10,000 owed to any one creditor **at any time** during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the reporting period. **Exclude:** Any mortgage on your personal residence (unless there is rental income); loans secured by automobiles, household furniture, or appliances; liabilities of a business in which you own an interest (unless you are personally liable); and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report **revolving charge accounts** (i.e., credit cards) only if the balance at the close of the previous calendar year exceeded \$10,000.

SP, DC, JT	Creditor	Date Liability Incurred mo/year	Type of Liability	Amount of Liability											
				A \$10,001— \$15,000	B \$15,001— \$50,000	C \$50,001— \$100,000	D \$100,001— \$250,000	E \$250,001— \$500,000	F \$500,001— \$1,000,000	G \$1,000,001— \$5,000,000	H \$5,000,001— \$25,000,000	I \$25,000,001— \$50,000,000	J Over \$50,000,000		
	<i>Example:</i> First Bank of Wilmington, DE	May 1998	Mortgage on 123 Main Street, Dover, DE				X								

SCHEDULE IV – POSITIONS

Report all positions, compensated or uncompensated, held on or before the date of filing during the current calendar year and in the two prior years as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States.

Exclude: Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entities (such as a political party or campaign organization); and positions solely of an honorary nature.

Position	Name of Organization		
Manager	Grayson Fund Mgmt Co.	Director	AMB Co.
Director	Grayson Master Fund, L.P.	Officer/Director	Grayson Consulting, Inc.
Director	Grayson Fund (Grayson) Ltd.	Officer/Director	38 296 Y-shen Inc
Trustee	C-SA Telecommunications Trust	Member	United Mobile Technologies, Inc.
Trustee	Grayson Foundation	Officer/Director	Grayson Law Center, P.C.

Use additional sheets if more space is required.